

TERMS AND CONDITIONS FOR THE SUPPLY OF SMART CARDS SCHEDULE P-V ON RATE CONTRACT BASIS FOR THE PERIOD OF 2015-2017 COMMENCING FROM 1ST SEPTEMBER 2015 TO 31ST AUGUST 2017.

1. The Director, Tata Memorial Centre, Dr. Ernest Borges Marg, Parel, Mumbai 400012 invites sealed tenders for the supply of Smart Cards to Tata Memorial Hospital, Parel, Mumbai and ACTREC at Kharghar.
2. Tenders for the **Schedule No. P-V (Smart Cards)** should be submitted in **two parts**, in two sealed envelopes duly super-scribed as " Schedule No., due date and E.M.D. Receipt No., Part - I / Part - II. Part - I containing technical bids in complete details, documents and Original E.M.D Receipt etc. and Part - II containing price bid. Both Part – I and Part – II tenders addressed to the Director, Tata Memorial Centre, Dr. Earnest Borges Marg, Parel, Mumbai 400012 should reach Purchase department on or before **30.07.2015 upto 2.00 p.m.** and Tenders which are received late will not be considered. The part I Technical bid will be opened on same day i.e. **30-07-2015 at 3.00pm** onwards in front of those Tenderers who wish to be present. Time and date of opening of the Part II (Price Bid) will be intimated only to the tenderers who are technically qualified after evaluation of Part I.
3. No tender will be accepted unless the full amount of the Earnest Money Deposit (E.M.D.) is paid. The E.M.D. must be paid in cash or by Demand Draft drawn in favour of Tata Memorial Hospital, payable at Mumbai. Deposit cash or Demand Draft on cash counter, 1st floor, Homi Bhabha Block, Tata Memorial Hospital, and obtain receipt from cash counter. Original EMD receipt must be enclosed along with the tender document (Technical Bid Part-I). **The EMD Receipt number and date should be mentioned on the envelopes (i.e. Technical Bid Part-I & Price Bid part –II).** The copy of E.M.D. money receipt must be kept with the vendor and to be shown at the time of tender submission.
4. It is responsibility of the bidders to see that the completed bidding documents are deposited in the Tender box kept inside the Purchase Department, 4th Floor, Service Block, Tata Memorial Hospital, Parel, Mumbai 400 012 on or before the date and time mentioned above for submission of tender, failing which the bid would be considered late and rejected. Mere handling over of the bidding documents at reception or at any other counter or room or person cannot be considered as submission of bid.
5. Compliance report on Technical bids be clear. If tenderer not quoted or put dash (-) or 'NA' then it will be presumed that quoted price includes those item cost.
6. Tenders which are received late will not be considered.
7. Tenderers must submit the Tender Document set in two parts (separate envelopes) along with their offers. Dismantled Tender Set will be treated as a invalid tender. Tenderers may score out the portion not applicable to them by using one straight line with ball pen.
8. The Director, TMC reserves the right to reject, add, reduce, or differ the purchase without assigning any reason at any stage thereof and claim in this behalf in any way shall not be tenable for compensation in one way or the other. In such case the bidder will be refunded with the earnest money deposit without any payment of interest. The Director, TMC on enquiry will disclose the reasons for rejecting a tender or non issuing a tender document.
9. The Director, TMC also reserves the right to extend the validity of the Rate Contract for more than one year as mutually agreed upon.
10. All vendors must disclose the names of their partners, if any. Firms with common Proprietor/Partner or connected with one another either financially or as principal and agent or as master and servant or with proprietor/partners closely related to each other such as husband/wife, father/mother, son/daughter and minor son/daughter and brother/sister and minor brother/sister, shall not tender separately under different names for the same contract. If so found, all such bid(s) shall stand rejected and tender deposit of each firm/establishment shall be forfeited. If it is a private/public Ltd company the names and addresses of the Director, along with their DIN should be submitted.
11. Vendor should mention 'MRP' wherever applicable, if not mentioned vendor should given reason/justification.
12. The vendor shall state the name and address of the authorized agents/ stockiest/distributors through whom the product shall be made available.
13. Vendors who are not the manufacturers must mention the name and address of the manufacturer of the products offered by them. An authority letter from the manufacturer authorizing them to quote for their product is essential. The tender must state the brand name, make etc. of the product offered against every item quoted if applicable. The product offered should be of the same packing and strength as specified in the schedule.

14. The quantity mentioned against each item are estimated & can vary. The item shall be procured whenever required during the contractual period in quantities required from time to time.
15. The bids received without paying the tender document charges and EMD charges shall not be considered.
16. **Forfeiture of the E.M.D.**
If for any reason whatsoever any bidder withdraws his bid at any time prior to expiry of the validity period or after issue of the letter of Rate Contract, Purchase Order, refuses to execute the Purchase Order or furnish the Security Deposit and Performance Guarantee for faithful performance of the contract within the stipulated time, the amount of E.M.D. is liable to be forfeited.
17. In case the tenderer fail to enter into a contract at the rates quoted b him in the tender or any lower rates agreed to by him at the time of financial negotiation, the Ernest Money Deposit shall stand forfeited.
18. **Refund of E.M.D.**
The original E.M.D. receipt along with written request letter needs to be submitted in the RC cell, Purchase dept for Refund of E.M.D.
19. List of the brand technically short-listed will be intimated to the respective vendors.
20. The successful tenderers will have to enter into a contract for supply of items.
17. Vendors must fulfill the vendor capability proforma giving all the requisite details, submit all required documents mentioned and return back duly signed.
18. The Director (TMC) reserves the right to reject any or all of the tenders without assigning any reason **at** any stage.
19. The Director, TMC also reserves the right to extend the validity of the Rate Contract for five years as mutually agreed upon.
20. All vendors must disclose the names of their partners, if any. Firms with common Proprietor/Partner or connected with one another either financially or as principal and agent or as master and servant or with proprietor/partners closely related to each other such as husband/wife, father/mother, son/daughter and minor son/daughter and brother/sister and minor brother/sister, shall not tender separately under different names for the same contract. If so found, all such bid(s) shall stand rejected and tender deposit of each firm/establishment shall be forfeited. If it is a private/public Ltd company the names and addresses of the Director, along with their DIN should be submitted.
21. Vendors shall quote firm offers. Conditional offers shall not be considered.
22. The tenders must be valid for acceptance for a period of 6 months from the due date.
23. Late tenders will not be accepted under any circumstances.
24. The vendor shall state the name and address of the authorized agents/ stockiest/distributors through whom the product shall be made available.
25. Vendors who are not the manufacturers must mention the name and address of the manufacturer of the products offered by them. An authority letter from the manufacturer authorizing them to quote for their product is essential. The tender must state the brand name, make etc. of the product offered against every item quoted if applicable. The product offered should be of the same packing and strength as specified in the schedule.
26. The quantity mentioned against each item are estimated biennial quantity & can vary. The item shall be procured whenever required during the contractual period in quantities required from time to time.
27. The vendor/contractor to submit alongwith tender an affidavit (on Rs.100/- stamp paper) confirming that no case pending against them in court of law, or that no time they were penalized by any court of Law or Regulatory Authority.
28. **Tender must be submitted in the prescribed format duly signed on each page.**
29. Tenders should be submitted in purchase department or put in drop box available at purchase department. Tenders submitted in other places in time but not reached purchase department before schedule time will not be accepted.

30. Compliance report on technical bids be clear. If tenderer not quoted or put dash(-) or 'NA' then it will be presumed that quoted price includes those item cost.
31. **Arbitration** *If any dispute arises out of the transaction in any manner that shall be resolved by the sole arbitrator to be appointed by the Director, TMC and the contractor/vendor undertakes that he shall accept such appointment even if the sole arbitrator shall be an employee of TMC. In case such person is not acceptable to the Contractor/Vendor, Director, TMC shall be the final and sole arbitrator and award given by him shall be final and binding on the parties.*
32. **Governing Law** : The Law in force in India, from time to time shall only have application, and the courts in Mumbai shall have exclusive Jurisdiction to adjudicate the disputes/differences arising out of this contract.
33. The vendor/contractor to submit alongwith tender an affidavit (on Rs.100/- stamp paper) confirming that no case pending against them in court of law, or that no time they were penalized by any court of Law or Regulatory Authority.
34. The Tenderer (manufacturer) should furnish along with tender **a notary affidavit on Non Judicial Stamp Paper of Rs.100.00** stating their in as under:-
- That the firm has been manufacturing and marketing the quoted products for more than three consecutive financial years.
 - That the firm is never being blacklisted /penalized /defaulted by any government Institution / Hospitals with in last 5 year.
 - That the firm has deposited up to date Sales Tax and Income Tax. (Attach copy of clearance / Return certificate).
 - That the rates quoted by the firm are the lowest and not higher than the wholesale market rates /quoted in any other Institution or Hospitals. Rates have been checked by me / us and if approved I shall supply that items in the specified period.
 - That the firm is having its manufacturing unit as per norms of revised schedule "M" of the Drugs Act & is having GMP / WHO-GMP/ IPF/ USFDA / CEE/ ISO/ DGQA certificate valid till date. (Mention whichever is applicable).
- N.B. The affidavit must be as per the details mentioned above. Any changes in the text matter is not accepted and TMH reserves the right to reject such offers.**
35. The Director, TMC reserves the right to reject, add, reduce, or differ the purchase without assigning any reason at any stage thereof and claim in this behalf in any way shall not be tenable for compensation in one way or the other. In such case the bidder will be refunded with the earnest money deposit without any payment of interest. The Director, TMC on enquiry will disclose the reasons for rejecting a tender or non issuing a tender document.

Part I - Technical Bid

- The vendors should **submit 10 pieces of preprinted and 10 plain smart card as sample** with a label specifying the Schedule No., Brand Name Item Code, name of the article and the name of the vendor to the Stores, Basement (Main Building) with delivery challan mentioning above details. It is the responsibility of the quoting vendor to submit the samples, TMH reserves the right to **reject the offer in absence of the sample**.
- The hard copy should be signed on each page of the form of the tender.
- There should not be any discrepancy in the rate quoted in CD and hard copy. In case of any difference the price quoted in hard copy will be considered.
- Vendors must fulfill the vendor capability proforma giving all the requisite details, submit all required documents mentioned and return back duly signed.
- For Printing items, Preference shall be given to vendors having printing press within Mumbai Limit.
- The Tenders must be accompanied by the following documents wherever necessary:
 - Name and address of all Partners/ Director of the firm
 - Complete Literature of the products offered.
 - Sales Tax Registration Certificate

- d) Copy of the Factories Act Registration or Shops and Establishments Act Registration or small-scale Industries registration as applicable.
- e) "No Conviction" certificate from FDA Maharashtra where applicable.
- f) Latest performance certificate from FDA Maharashtra or relevant state where applicable.
- g) Copy of **GMP** license under schedule **M** wherever applicable.
- h) Letter of authority from the Manufacturer if the supplier is dealer or agent of the firm.
- i) Last 3 years Income Tax Return duly acknowledged.
- j) Balance Sheet and Profit & Loss Account of the firm for the last three years duly certified by Chartered Accountant.
- k) Vendor Capability Proforma duly filled, signed & stamped enclosed with these tender documents.
- l) NEFT/RTGS details Proforma.
- m) Copy of certificate ISO Certified and tested as per Mifare standard during card manufacturing(Mifare Certification)
- n) Please submit letter stating that at current date also you are Authorized Distributor of Mifare Smart cards. (OEM).

It is the vendors responsibility to submit all the above required documents. The offer shall be technically evaluated only if all the documents required are in order, failing which TMH reserves the right to reject the offer.

Contract terms:

1. In the event of the tender being accepted the contract must be signed by authorized signatory of the firm. The authorized signatory will provide a suitable letter of authority from the firm authorizing him to enter into a contract on behalf of the firm.
2. The firm shall be bound to supply on the rates quoted in the tender throughout the contract period.
3. The contract entrusted to the successful vendors will be subject to "Force Majeure" clause as per section 56 of the Indian Contract Act.
4. It shall be incumbent on the successful vendor to pay stamp duty on the contract.
5. The tenderer state only one name and address of the authorized agent/stockiest/ distributor for a product through whom the products shall be need available.
6. If the tender is accepted, the vendor will have to deposit an amount equivalent to 5% of the expected value of the quantity mentioned in the schedule as Security Deposit which will not bear any interest, failing which, bills for the supplies made will not be paid, till the Security Deposit is paid and the Contract is signed. This Security Deposit will not carry any interest. The Security Deposit is to be paid in cash or by a demand draft or in the form of bank guarantee from a bank situated in Mumbai, within 15 days from the date of intimation of acceptance of the Tender for a period upto August 2017,
7. In case the tenderer fails to enter into a contract at the rates quoted by him in the tender, or any lower rates agreed to by him at the time of financial negotiation, the Earnest Money Deposit shall stand forfeited.
8. In case of acceptance of the Tender, the Tenderer will have to pay Security Deposit to the extent of 5% of the total value of the order for satisfactory fulfillment of the Agreement within 15 days from the date of our intimation,
9. Security Deposit can be paid either in Cash/Demand Draft/Bank Guarantee drawn in favour of Tata Memorial Centre, payable at Mumbai only. Cheques will not be accepted.
10. In case of acceptance of the Tender, the Tenderer will have to enter into a contract as per the Specimen copy of the Contract.

Supplies:

1. Under the provisions of the Drug and Cosmetic Act 1940 and the rules made under the act, following should also be specified on the labels affixed to the items:
 - a) Name and address of the manufacturer/Loan Licenses.
 - b) Name and address of the repacker, if any.
 - c) Net and gross contents.
 - d) A distinctive batch number and date of manufacture, repacking and expiry, if applicable.
 - e) MRP

2. Supplies must be made within 2 days of the date of delivery mentioned on the Purchase Orders. In general the hospital will allow a time of at least 7 working days to make the necessary supplies.
3. All deliveries of the material against purchase orders to be routed through Security for Security entry and then to Stores Dept located in the Tata Memorial Hospital Main Bldg, basement. Deliveries for ACTREC to be made in Stores Dept. ACTREC, Kharghar, Navi Mumbai.
4. Not to deliver any material directly to user.
5. If you are delivering the material by Courier in the name of Tata Memorial Hospital, please instruct courier service provider/transporter to route the material through the Tata Memorial Hospital Security and Stores with purchase order number.
6. Courier POD should have delivery challan indicating P.O. number, item description and quantity. If you are clubbing the purchase orders and delivering the material, please mention quantity and batch number, Expiry Date in case of reagents, kits with MRP if available.
7. Do not submit/forward invoice Bill to Stores Dept.
8. The hospital does not accept part supplies or delayed supplies. In case of delays, the hospital shall impose liquidated damages to the extent of 0.5% of the order value per week or part thereof subject to a maximum of 10% of the value of the order. The Director of the Hospital may at his sole discretion waive the imposition of liquidated damages.
9. In case of failure of supplies within the stipulated time, the hospital at its sole discretion will purchase the same from any other source. The additional amount paid for such purchases along with additional 15% of the value of the order, towards administrative costs as Risk Purchase cost shall be debited to the account of the vendor. The Director, TMC may at his sole discretion waive these charges.
10. The amount(s) debited to the vendor's account shall be recovered from the EMD/Security Deposit/ pending bills/ future bills of the vendor. This is without prejudice to any other legal remedies that the hospital may resort to against the supplier.
11. In case of failure to supply the goods within the stipulated delivery period the hospital also reserves the right to enforce forfeiture of the entire security deposit. This is without prejudice to any other legal remedies that the hospital may resort to against the supplier.
1. In case of a continued failure to supply the goods of the approved quality, in the full Quantity as per the purchase order and the delivery period, the Contract is liable to be cancelled and the security deposit forfeited.
12. Bills must be submitted directly to the Accounts department within 15 days of the date on which supplies are made to the hospital. Payment against the bills will be made within 30 days if all the goods have been delivered in full quantity against the Purchase Orders and the quality and quantity has been found to be acceptable. The hospital shall not be responsible for any delays in payment, if the bills are not submitted within 15 days of the date of supply.
13. Part supply of material is not accepted in case of urgency part supply shall be accepted only after prior sanction. However, payment shall be effected only after complete supply of the purchase order quantity.

**FOR DIRECTOR
TATA MEMORIAL CENTRE**

I/We have read the Terms and conditions and the same are acceptable to me/us.

(Tender's Signature)

TENDERER'S FULL NAME & ADDRESS:

NAME: _____

LATEST ADDRESS: _____

LATEST TEL: _____